

Poochapalooza Howl'Oween

Saturday, October 26, 2013

MERCHANDISE VENDOR CONTRACT

With the City of Hampton, Virginia, By and through its Department of Parks & Recreation
(Please print or type)

This contract is made and entered into by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia and the vendor indicated below:

Business Name _____
(Use Legal Name of business)

Contact Person _____

Address _____

City _____ State _____ Zip _____

Day Phone _____ Cell Phone _____

Type of Business Entity: (corporation, partnership, sole proprietorship, etc.) _____

Email: _____

Size of Tent: _____
(You must provide your own tent)

I will **only have a table** display – no tent: (Y)
(You must provide your own table and chairs)

Vendor shall provide merchandise items for purchase at the designated event as described in "Merchandise & Prices", in accordance with the terms and provisions of this contract. In consideration of these mutual promises and covenants, vendor agrees to pay the City a vendor fee as designated in "Vendor Invoice" and City agrees to permit vendor to utilize designated space during the events as provided below.

This contract shall commence for one day only on Saturday, October 26, 2013

MERCHANDISE & PRICES

General Description of Merchandise and price range

RULES & REGULATIONS

Sales Tax

You need to notify the state to get your state forms. State tax is 6%. To receive your state tax form (which is due by the 20th of the following month) please call 804-367-8037

Booth Information

Vendor must maintain the booth and surrounding area in a neat and professional appearance. Vendor is required to mark with bright colors any wires/ropes extending from their area. Vendor is required to have their area accessible or to make appropriate accommodations for patrons with disabilities. **All vendors must sell within the canine theme of the event** – no exceptions! Hampton Parks & Recreation **does not** provide any tents, tables, or chairs.

Site Position

Vendors will be located to the left of the fenced in dog area of the park. Set up can begin no sooner than 11:00am on the event date. A park representative will instruct you to your exact location Saturday morning. If you arrive later than 12:30pm we have the right to refuse your participation in the event and no refunds will be given.

Parking / Unloading & Loading

Unloading of vehicle may take place at your site, but once you've unloaded you must park your vehicle at the Thomas Nelson Community College lot, 91 East Mercury Blvd. adjacent to Ridgway Park.

Trash & Water Access

Vendor is responsible for trash removal.

Event Breakdown

You may not begin to break down before 4pm. You are required to leave your site in the shape you found it.

Inclement Weather

In the event that there are any questions regarding weather you may contact 311 in Hampton or 757-727-8311 outside Hampton. Our first call will be made to the 311 Call Center and then to each vendor to the phone number provided above. If you have any questions you may contact Sara Abel at 757-713-1817, Cyndi Masterstaff at 757-592-3106 or Joanne Ross at 757-592-1116.

Prohibited Item

- Consumption or possession of alcohol or controlled substances in Park.
- Dirty or unkempt booth or employees including any health department violations.
- Language or behavior that is not appropriate for the family-oriented event.
- Other violation of the Rules and Regulations provided.
- No items that can be classified as a weapon.

Non-Assignment

Vendor shall not assign its rights and duties under this contract without the prior written consent of the City.

Compliance With Laws

Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall at all times observe all safety measures necessary.

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

Termination with Cause

In the event that Vendor shall for any reason or through any cause be in default of the terms of this contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth above. Vendor shall have ten days from the date such notice is mailed to cure the default. Upon Vendor's failure to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice.

Modification

There may be no modification of this contract, except in writing, executed by the authorized representatives of the City and Vendor.

FAITH-BASED NON DISCRIMINATION

THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

MERCHANDISE VENDOR CONTRACT

I certify that the information I provide is true and correct and that I understand the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations.

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connections with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses or expenses, including reasonable attorney's fees and suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

I understand that once I have been accepted; there will be no refund of my vendor fee. If I am not accepted as a vendor my fee payment will be returned to me.

I understand that I am responsible for properly parking my vehicle(s) and trailer unit during the event.

I understand that I must abide by the rules set forth regarding electrical and water usage and disposal of trash and that if I do not, fines will be assessed accordingly.

I understand that failure to adhere to these rules and regulations will result in the termination of my participation in future events.

I understand that if the event is cancelled because of inclement or hazardous weather, no refund will be issued after acceptance and no credit will be given toward future events.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below.

Signature of Vendor's Representative

Print Name

Date

Signature of Director of Parks & Recreation

Print Name

Date

Poochapalooza Howl'Oween

October 26, 2013

VENDOR INVOICE

Please remit the following fee paid by check or money order payable to the **City of Hampton**. Your vendor fee is due no later than October 11, 2013

Fee: \$25.00

****We are no longer able to accept out of state checks, please send money order instead. VA Checks, MasterCard & Visa accepted in person at the address below. (No cash)***

Mail or drop off fee:

City of Hampton
Attn: Sara Abel
Parks & Recreation
22 Lincoln Street
Hampton, VA 23669

**If you have questions about this application
please call Sara at
757-727-6784 or email sabel@hampton.gov**